

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE**

BOUCHARD, MARGULES & FRIEDLANDER, )  
PA, a Delaware professional corporation, )  
 )  
Plaintiff, )  
 )  
v. ) C.A. No. \_\_\_\_\_  
 )  
DAVID H. BROOKS, )  
 )  
Defendant. )  
 )

**DEFENDANT'S NOTICE OF REMOVAL**

Defendant David H. Brooks ("Brooks") files this Notice of Removal and respectfully shows as follows:

**Procedural Status**

Plaintiff filed its Complaint on May 23, 2008, under C.A. No. 08C-05-191 PLA in the Superior Court of the State of Delaware in and for New Castle County. The case has been pending in the Superior Court since it was filed.

**Timely Removal and Venue**

1. Removal of this action is timely pursuant to 28 U.S.C. § 1446(b) because this Notice of Removal was filed 30 days after plaintiff filed its Complaint, excluding Sunday June 22, 2008 pursuant to Fed. R. Civ. P. 6. Venue is proper under 28 U.S.C. § 1446(a) because New Castle County, Delaware is within the jurisdiction of this Court.

**Grounds for Removal**

2. Removal is proper under 28 U.S.C. §§ 1332(a) and 1441(a). According to plaintiff, it is a Delaware professional corporation. See Compl. ¶ 3. Brooks is a citizen of the state of New York. These are the only two parties to the action. The amount in controversy exceeds \$75,000, exclusive of interests and costs. See Compl. ¶ 28.

**Notice to State Court**

3. A copy of this Notice of Removal is being filed with the clerk of the state court in which the original action was filed, in the manner required by law.

**Additional Information**

4. Pursuant to 28 U.S.C. § 1446(a), the specified information and documents are included as Exhibits A-D to this Notice. A Civil Cover Sheet will be filed concurrently with this Notice of Removal pursuant to Local Rule 3.1.

**Prayer**

For these reasons, Brooks requests that this action be removed from the Superior Court of the State of Delaware in and for New Castle County to the United States District Court for the District of Delaware; that this Court take jurisdiction of this action to the exclusion of any further proceedings in the Delaware state court, in accordance with law; and that, after proper hearing or consideration, this Court assess the propriety of the pendency of this action in this District and State and dismiss, stay or transfer this matter to the proper court and forum, and provide to defendant Brooks all other relief to which he is entitled.

Of Counsel:

Herbert J. Stern  
Stephen M. Plotnick  
Stern & Kilcullen, LLC  
75 Livingston Avenue  
Roseland, New Jersey 07068  
(973) 535-1900

Dated: June 23, 2008

/s/ A. Thompson Bayliss

Kevin G. Abrams (#2375)  
A. Thompson Bayliss (#4379)  
Ian B. Barber (#5096)  
Abrams & Laster LLP  
20 Montchanin Road, Suite 200  
Wilmington, Delaware 19807  
(302) 778-1000  
[Bayliss@abramslaster.com](mailto:Bayliss@abramslaster.com)

*Attorneys for David H. Brooks*

**CERTIFICATE OF SERVICE**

I, A. Thompson Bayliss, hereby certify that on June 23, 2008, I caused a copy of *Defendant's Notice of Removal* to be served upon the following counsel of record via e-filing:

Andre G. Bouchard (#2504)  
Bouchard, Margules & Friedlander, PA  
222 Delaware Avenue, Suite 1400  
Wilmington, Delaware 19801

/s/ A. Thompson Bayliss  
A. Thompson Bayliss (#4379)

## EXHIBIT A

EFiled: May 23 2008 2:13 PM EDT  
 Transaction ID 19965683  
 Case No. 08C-05-191 PLA



IN THE SUPERIOR COURT OF THE STATE OF DELAWARE  
 IN AND FOR NEW CASTLE COUNTY

BOUCHARD MARGULES & FRIEDLANDER, P.A., a Delaware professional corporation,	)	
Plaintiff,	)	C.A. No. _____
v.	)	JURY TRIAL DEMANDED
DAVID H. BROOKS,	)	AFFIDAVIT OF DEFENSE PURSUANT TO 10 <u>DEL. C.</u> §3901 DEMANDED
Defendant.	)	

**COMPLAINT**

Plaintiff Bouchard Margules & Friedlander, P.A. ("BMF") hereby alleges for its Complaint as follows:

1. Defendant David H. Brooks ("Brooks") is the founder and a former director and officer of a publicly-traded Delaware corporation, Point Blank Systems, Inc. ("Point Blank"). As of November 2007, Brooks was defending lawsuits on multiple fronts. In addition to being the subject of a criminal indictment in the Eastern District of New York, Brooks had been sued by the United States Securities and Exchange Commission for alleged civil violations of the federal securities laws. He also was a defendant in shareholder class and derivative actions.

2. In December 2007, Brooks retained BMF to represent him as Delaware counsel in an action to be brought in the Delaware Court of Chancery seeking to have Point Blank advance his legal fees and expenses incurred in defending the various lawsuits filed against him. From December 5, 2007 through May 2, 2008, BMF performed substantial legal services on Brooks' behalf, incurring over 500 hours of attorney time. Brooks has failed to honor his obligation to pay BMF for the services

BMF rendered to him. Brooks currently owes BMF over \$149,000 plus interest. BMF seeks collection of this amount.

#### **The Parties**

3. Plaintiff BMF is a law firm that is organized as a Delaware professional corporation.

4. Defendant Brooks is an individual residing in New York City. He is currently under house arrest pending a criminal trial.

#### **BMF Provides Legal Services for Mr. Brooks**

5. In late November 2007, BMF was contacted by an attorney with McDermott Will & Emery, LLP ("MWE"), a prominent law firm. MWE was serving as Brooks' criminal defense counsel, and was coordinating Brooks' legal position in various other matters. MWE asked BMF to represent Brooks in bringing an action in the Delaware Court of Chancery to seek advancement of legal fees Brooks was incurring in various criminal and civil actions arising from his former role as a director and officer of Point Blank (the "Delaware Advancement Action").

6. At the time BMF was being asked to represent him, Brooks was in jail pending trial on the criminal matters, and certain of his assets were frozen by order of the United States District Court for the Southern District of New York. As a consequence, arrangements for BMF's retention to represent Brooks were handled through MWE.

7. The terms of BMF's engagement are documented in an engagement letter, dated December 6, 2007, attached hereto as Exhibit A (the "Engagement Letter"). The Engagement Letter recites that BMF was being engaged to represent Brooks in connection with an advancement action to be filed on his behalf in the Delaware Court of

Chancery. It further provides, among other things, that BMF required a \$60,000 retainer, that BMF would be compensated on an hourly basis, and that failure to pay invoices within 30 days of receipt would result in interest accruing at the rate of 1% per month on balances outstanding more than 30 days.

8. MWE advised BMF that Brooks had approved the retention of BMF on the terms set forth in the Engagement Letter. Because Brooks' funds were frozen, the \$60,000 retainer was provided by one of his attorneys. Brooks was subsequently released from jail under a bail agreement that gave him a measure of control over his assets.

9. Beginning on or about December 5, 2007, through May 2, 2008, BMF performed various legal services for Brooks in connection with the Delaware Advancement Action including, but not limited to: investigating, drafting and filing a complaint in the Delaware Court of Chancery; drafting and filing a motion for summary judgment and supporting brief; drafting and filing an amended complaint; propounding and responding to discovery demands; drafting and filing various motions and responses to motions; and preparing for and attending various court hearings.

10. On a monthly basis, BMF submitted invoices for the work it performed on behalf of Brooks. Specifically, invoices for legal services rendered and out-of-pocket expenses incurred on Brooks' behalf were issued on or about the following dates in the following amounts: January 3, 2008 (\$53,608.89), February 6, 2008 (\$29,193.86), March 10, 2008 (\$54,769.39), April 3, 2008 (\$47,305.23) and May 6, 2008 (\$22,229.11). (Exhibit B) In addition, BMF has been billed an additional \$2,076.95 by a third party for services rendered on behalf of Brooks (Exhibit C), which BMF has paid.

11. These invoices reflect the detail for over 500 hours in attorney time incurred on Brooks' behalf. Other than the initial \$60,000 retainer BMF received from MWE, BMF has received no payment for any of the services reflected in any of these invoices. As of May 6, 2008, the date of the final invoice issued, the outstanding balance owed, excluding interest, was \$149,183.43.

**Brooks Affirms His Desire to be Represented by BMF**

12. On or about March 13, 2008, BMF was advised that differences had arisen between Brooks and MWE over Brooks' failure to pay MWE's legal bills. Later that day, the BMF attorney with principal responsibility for the Brooks representation received a call from Brooks and members of Stern & Kilcullen, a New Jersey law firm ("S&K"). Brooks advised the BMF attorney that MWE was no longer representing him, that he had retained K&S in its place, and that he wanted BMF to continue representing him as Delaware counsel in the Delaware Advancement Action.

13. The BMF attorney met with principals of K&S the following day. K&S advised BMF that BMF would continue in its role as Delaware counsel in the Delaware advancement case.

**Brooks Refuses to Pay His Legal Bills**

14. After MWE was replaced by K&S, BMF asked K&S to inquire when Brooks intended to pay his bills and bring his account current. K&S gave assurances that it would raise the subject with Brooks and would assist BMF in getting paid. Despite repeated requests, however, Brooks continued to disregard his obligation to pay the invoices previously submitted by BMF.

15. On April 27, 2008, after weeks of oral and written inquiries, BMF emailed K&S, again asking when BMF would be paid its outstanding invoices and advising K&S that BMF "will have a problem if there is not an acceptable answer." On May 2, 2008, K&S advised BMF that Brooks had retained new Delaware counsel to represent him in the Delaware Advancement Action. BMF thereafter made further efforts to resolve its fee dispute with Brooks amicably, but Brooks has simply refused to pay any of BMF's outstanding invoices.

16. Neither Brooks nor any of his attorneys have ever questioned any of charges set forth in any of BMF's invoices or any aspect of the services provided by BMF on Brooks' behalf.

17. On May 12, 2008, the Court of Chancery entered an Order permitting the substitution of new counsel for BMF in the Delaware Advancement Action. BMF no longer represents Brooks.

**Jury Demand and Affidavit of Defense Demanded**

18. BMF demands a trial by jury of this action.

19. An affidavit of defense is demanded pursuant to 10 *Del. C.* § 3901.

**COUNT I  
(Breach of Contract)**

20. BMF repeats and realleges the foregoing allegations as if fully set forth here.

21. Brooks agreed to engage BMF to perform legal services on his behalf pursuant to the terms set forth in the Engagement Letter.

22. BMF submitted monthly invoices to Brooks.

23. Brooks breached the terms of the Engagement Letter by refusing to pay any of the bills rendered by BMF for services performed on his behalf. Brooks owes BMF \$149,183.43 plus interest at the rate of 1% per month.

**COUNT II**  
**(Unjust Enrichment)**

24. BMF repeats and realleges the foregoing allegations as if fully set forth here and pleads this cause of action for unjust enrichment in the alternative to Count I.

25. Brooks received the benefit of legal services he knew that BMF was performing on his behalf in connection with the Delaware Advancement Action;

26. BMF submitted monthly invoices to Brooks. The amounts billed by BMF represent fair and reasonable compensation for the services rendered.

27. BMF has been impoverished by Brooks unjustified refusal to pay the invoices submitted to him in a timely manner;

28. Brooks owes BMF \$149,183.43 plus interest at the rate of 1% per month.

WHEREFORE, Plaintiff BMF seeks judgment:

- (a) awarding damages in the amount of \$149,183.43 ;
- (b) awarding interest accruing at a rate of 1% per month on all overdue amounts from the date such amounts were first incurred through the date of payment;
- (c) awarding the costs of this litigation, including reasonable attorneys fees;
- and
- (d) granting such other relief as the Court may deem just.

BOUCHARD MARGULES & FRIEDLANDER,  
P.A.

/s/ Andre G. Bouchard  
Andre G. Bouchard (#2504)  
Joel Friedlander (#[])  
222 Delaware Avenue, Suite 1400  
Wilmington, DE 19801  
(302) 573-3500

Attorneys for Plaintiff Bouchard Margules &  
Friedlander, P.A.

Dated: May 23, 2008

EFiled: May 23 2008 2:13PM EDT  
Transaction ID 19965683  
Case No. 08C-05-191 PLA



# EXHIBIT A

**BOUCHARD MARGULES & FRIEDLANDER**

A PROFESSIONAL CORPORATION

SUITE 1400

222 DELAWARE AVENUE

WILMINGTON, DELAWARE 19801

(302) 573-3500

FAX (302) 573-3501

ANDRE G. BOUCHARD

**DIRECT DIAL**

(302) 573-3510

ABOUCHARD@BMF-LAW.COM

December 6, 2007

Via E-Mail

Mr. David H. Brooks  
c/o Michael S. Sommer, Esquire  
McDermott Will & Emery LLP  
340 Madison Avenue  
New York, New York 10173-1922

Re: Advancement Litigation

Dear Mr. Brooks:

This letter confirms that you have retained this firm to represent you in connection with an action to be filed in the Delaware Court of Chancery seeking advancement of certain fees and expenses from Point Bank Solutions, Inc., a Delaware corporation, formerly known as DHB Industries, Inc. (the "Company"). We understand that we will be working on this matter in collaboration with your counsel at McDermott Will & Emery LLP.

By way of disclosure, [REDACTED]

**REDACTED**

In handling this matter, we will bill at hourly rates, as in effect at the time services are rendered. These rates presently range from \$285 to \$525 per hour. My rate is \$525 per hour. The firm also bills separately for reasonable out-of-pocket expenses. Included within such expenses are items such as travel expenses, filing fees, court reporter fees, photocopying,

Mr. David H. Brooks  
December 6, 2007  
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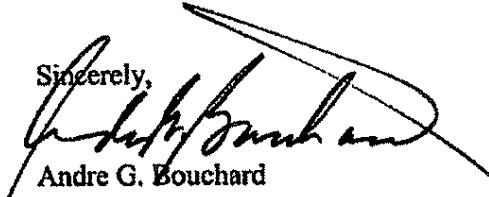
postage, delivery charges, long distance telephone charges, computerized legal research and staff overtime (non-attorney) to the extent directly attributable to services performed on your behalf.

In order to undertake this representation, the firm will require a retainer of \$60,000. This is an evergreen retainer. We will bill periodically but not less than monthly, with the understanding that the bills will be paid within 30 days of receipt, thereby replenishing the retainer to its full amount each month. We will keep the unearned portion of the retainer in our firm's escrow account. At the conclusion of the representation, we will return any unused portion of the retainer. In the event that a balance remains outstanding at any time for more than 30 days, interest will be charged on such amount at the rate of one percent per month. For purposes of sending the retainer, our wire transfer instructions are as follows:

Bouchard Margules & Friedlander, P.A. Escrow Account  
Wilmington Trust Company  
1100 North Market Street  
Wilmington, DE 19890  
ABA: 0311 00092  
Account No.: 2710-9926  
Notice To: Ms. M. Rosemary McGarry

At the conclusion of our representation, we will afford you the opportunity to take possession of the files relating to this matter. We reserve the right to make copies from these files for own records and to discard all documents relating to this representation in the event you do not elect to obtain these files at such time.

If the terms of this agreement are acceptable, please sign this letter in the manner indicated below and return an executed copy to me. If you have any questions, please feel free to contact me at your convenience.

Sincerely,  
  
Andre G. Bouchard

**ACKNOWLEDGED AND AGREED:**

**DAVID H. BROOKS**

---

Date: \_\_\_\_\_  
(BMF-W0075929.3)

## EXHIBIT B

**BOUCHARD MARGULES & FRIEDLANDER**  
 A PROFESSIONAL CORPORATION  
 SUITE 1400  
 222 DELAWARE AVENUE  
 WILMINGTON, DELAWARE 19801  
 (302) 573-3500  
 FAX (302) 573-3501

Brooks  
 Daniel N. Jocelyn  
 McDermott Will & Emery LLP  
 340 Madison Avenue  
 New York NY 10017

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 01/03/2008

Client I.D. 787-00  
 Statement No: 368782

**For Services Rendered through 12/31/2007**  
**Payments received after 01/03/2008 are not included in this statement.**

	<u>Fees</u>	
		<u>Hours</u>
12/05/2007		3.75
12/06/2007		6.50
12/07/2007		3.50
12/08/2007		0.75
12/09/2007	<b>REDACTED</b>	1.50
12/10/2007		
12/11/2007		4.75
12/14/2007		0.20
12/17/2007		0.50
12/18/2007		1.10
12/20/2007		0.40
12/26/2007		1.00
		0.25
		<u>24.20</u>
	Andre G. Bouchard, Partner	<u>12,705.00</u>

Brooks

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 Client I.D. 787-00  
 Statement No: 368782

	<u>Hours</u>
12/07/2007	4.70
12/09/2007	2.20
12/10/2007	3.10
12/14/2007	1.30
12/18/2007	1.30 2.10
12/19/2007	3.20
12/20/2007	5.90
12/21/2007	1.40
12/24/2007	4.20
12/26/2007	3.70
12/27/2007	1.10
12/28/2007	2.10
	<u>36.30</u> <u>19,057.50</u>
David J. Margules, Partner	
12/05/2007	9.45
12/06/2007	8.20
12/07/2007	1.60
12/08/2007	1.25
12/10/2007	5.10
12/11/2007	7.10
12/12/2007	

Brooks

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 01/03/2008  
 Client I.D. 787-00  
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		Hours
12/14/2007		6.80
12/15/2007	<b>REDACTED</b>	4.40
12/17/2007		2.10
12/18/2007		9.50
12/20/2007		0.80
12/21/2007		3.90
12/27/2007		4.60
12/28/2007		1.30
		4.00
	Sean M. Brennecke, Associate	70.10
		<b>19,277.50</b>
<b>For Professional Services Rendered</b>		<b>130.60</b>
		<b>51,040.00</b>

**Recapitulation**

<u>Timekeeper</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Andre G. Bouchard, Partner	24.20	\$525.00	\$12,705.00
David J. Margules, Partner	36.30	525.00	19,057.50
Sean M. Brennecke, Associate	70.10	275.00	19,277.50

**Expenses**

Photocopy charges	628.50
Filing fee	423.00
Processor fee	70.00
Courier fee	57.50
Online legal research.	1,389.89
<b>Total Expenses Thru 12/31/2007</b>	<b>2,568.89</b>
<b>Total Current Fees and Expenses</b>	<b>53,608.89</b>

Balance Due **\$53,608.89**

**Please Remit** **\$53,608.89**

**Please remit to:**

Bouchard Margules & Friedlander, P.A.  
 222 Delaware Avenue, Suite 1400, Wilmington, DE 19801  
 Federal I.D. No. 51-0373906

**BOUCHARD MARGULES & FRIEDLANDER**  
 A PROFESSIONAL CORPORATION  
 SUITE 1400  
 222 DELAWARE AVENUE  
 WILMINGTON, DELAWARE 19801  
 (302) 573-3500  
 FAX (302) 573-3501

Brooks  
 Daniel N. Jocelyn  
 McDermott Will & Emery LLP  
 340 Madison Avenue  
 New York NY 10017

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 02/06/2008  
 Client I.D. 787-00  
 Statement No: 368825

**For Services Rendered through 01/31/2008**  
 Payments received after 02/06/2008 are not included in this statement.

**Fees**

		<u>Hours</u>
01/02/2008		0.20
01/10/2008		0.25
01/11/2008		0.35
01/28/2008		0.20
01/30/2008		0.65
		1.65
		866.25
01/02/2008		0.30
01/09/2008	<b>REDACTED</b>	0.90
01/10/2008		0.60
01/11/2008		0.70
01/14/2008		1.70
01/15/2008		3.30
01/16/2008		0.40
01/18/2008		1.10
01/22/2008		1.20

Brooks

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 02/06/2008  
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 Statement No: 368825

		Hours
01/23/2008		1.90
01/24/2008		0.70
01/25/2008		1.10
01/27/2008		3.10
01/28/2008	<b>REDACTED</b>	4.30
01/29/2008		4.10
01/30/2008		5.10
01/31/2008		6.20
	David J. Margules, Partner	36.70
		<b>19,267.50</b>
01/11/2008		0.70
		<b>0.70</b>
01/02/2008		0.70
01/09/2008		0.20
01/14/2008	<b>REDACTED</b>	0.60
01/15/2008		0.20
01/16/2008		2.30
01/18/2008		2.40
01/22/2008		2.10
01/23/2008		0.30
01/25/2008		1.10
01/28/2008		3.20
01/29/2008		

Brooks

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 02/06/2008  
 Client I.D. 787-00  
 Statement No: 368825

		Hours
01/30/2008	<b>REDACTED</b>	2.30
01/31/2008		5.80
		6.20
	Sean M. Brennecke, Associate	27.40
		<b>7,809.00</b>
	<b>For Professional Services Rendered</b>	<b>66.45</b>
		<b>28,170.25</b>

Recapitulation			
Timekeeper	Hours	Rate	Total
Andre G. Bouchard, Partner	1.65	\$525.00	\$866.25
David J. Margules, Partner	36.70	525.00	19,267.50
Evan O. Williford, Associate	0.70	325.00	227.50
Sean M. Brennecke, Associate	27.40	285.00	7,809.00

Expenses

Telephone/Facsimile	2.92
Photocopy charges	380.10
Filing fee	225.50
Courier fee	27.00
Vendor Charges	388.09
Total Expenses Thru 02/05/2008	<b>1,023.61</b>

<b>Total Current Fees and Expenses</b>	<b>29,193.86</b>
Balance Owed as of Last Invoice	\$53,608.89
Total Payments Received Since Last Invoice Thru 01/31/2008	-53,608.89
<b>Balance Due</b>	<b>\$29,193.86</b>

Your Retainer Account balance is \$6,391.11

Please Remit \$29,193.86

Please remit to:

Bouchard Margules & Friedlander, P.A.  
 222 Delaware Avenue, Suite 1400, Wilmington, DE 19801  
 Federal I.D. No. 51-0373906

**BOUCHARD MARGULES & FRIEDLANDER**  
 A PROFESSIONAL CORPORATION  
 SUITE 1400  
 222 DELAWARE AVENUE  
 WILMINGTON, DELAWARE 19801  
 (302) 573-3500  
 FAX (302) 573-3501

Brooks  
 Daniel N. Jocelyn  
 McDermott Will & Emery LLP  
 340 Madison Avenue  
 New York NY 10017

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 03/10/2008  
 Client I.D. 787-00  
 Statement No: 368872

**For Services Rendered through 02/29/2008**  
 Payments received after 03/10/2008 are not included in this statement.

Fees

		<u>Hours</u>	
02/01/2008		0.35	
		<u>0.35</u>	<u>183.75</u>
02/01/2008		2.00	
02/08/2008		0.50	
		1.50	
02/10/2008		0.20	
02/11/2008		1.25	
02/12/2008	<b>REDACTED</b>	3.00	
		0.20	
02/13/2008		2.00	
02/14/2008		1.25	
02/15/2008		0.40	
02/19/2008		<u>12.30</u>	<u>6,457.50</u>
02/01/2008		7.90	
02/03/2008		0.20	
02/04/2008		2.30	

Brooks

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 Statement No: 368872

		<u>Hours</u>
02/06/2008		2.10
02/07/2008		0.30
02/08/2008		0.20
02/09/2008		0.20
02/10/2008		0.40
02/11/2008		
02/12/2008	<b>REDACTED</b>	0.20
02/13/2008		1.40
02/15/2008		0.10
02/18/2008		1.10
02/21/2008		2.40
02/22/2008		1.30
02/25/2008		1.60
02/26/2008		2.60
02/27/2008		2.10
02/28/2008		4.10
02/29/2008		3.10
	David J. Margules, Partner	<u>33.60</u>
		<u>17,640.00</u>
02/01/2008		7.10
02/04/2008	<b>REDACTED</b>	2.00
02/05/2008		0.30
02/06/2008		0.20

Brooks

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 Statement No: 368872

		<u>Hours</u>
02/07/2008		2.70
02/08/2008		6.00
02/09/2008		7.80
02/10/2008		8.20
02/11/2008		8.10
02/12/2008		7.20
02/13/2008	<b>REDACTED</b>	7.10
02/14/2008		6.40
02/15/2008		7.90
02/25/2008		0.60
02/26/2008		3.50
02/27/2008		5.30
02/28/2008		8.60
02/29/2008		2.80
	Sean M. Brennecke, Associate	91.80
		<b>26,163.00</b>
<b>For Professional Services Rendered</b>		<b>138.05</b>
<b>Recapitulation</b>		<b>50,444.25</b>

<u>Timekeeper</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Andre G. Bouchard, Partner	0.35	\$525.00	\$183.75
Joel E. Friedlander, Partner	12.30	525.00	6,457.50
David J. Margules, Partner	33.60	525.00	17,640.00
Sean M. Brennecke, Associate	91.80	285.00	26,163.00

Expenses

Telephone/Facsimile	0.52
Photocopy charges	741.75
Outside Photocopy Charges	559.40

Brooks

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03/10/2008  
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Filing fee	214.00
Courier fee	28.00
Vendor Charges	2,553.47
Court Reporting Fees	228.00
Total Expenses Thru 02/29/2008	<u>4,325.14</u>
<b>Total Current Fees and Expenses</b>	<b>54,769.39</b>
Balance Owed as of Last Invoice	\$29,193.86
Total Payments Received Since Last Invoice Thru 03/07/2008	-6,391.11
Balance Due	<u>\$77,572.14</u>
<b>Please Remit</b>	<b><u>\$77,572.14</u></b>

Please remit to:

Bouchard Margules & Friedlander, P.A.  
222 Delaware Avenue, Suite 1400, Wilmington, DE 19801  
Federal I.D. No. 51-0373906

**BOUCHARD MARGULES & FRIEDLANDER**  
 A PROFESSIONAL CORPORATION  
 SUITE 1400  
 222 DELAWARE AVENUE  
 WILMINGTON, DELAWARE 19801  
 (302) 573-3500  
 FAX (302) 573-3501

Brooks  
 Kevin M. Kilcullen, Esq  
 Stern & Kilcullen, LLC  
 75 Livingston Avenue  
 Roseland NJ 07068

Page: 1  
 04/03/2008  
 Client I.D. 787-00  
 Statement No: 368918

**For Services Rendered through 03/31/2008**  
**Payments received after 04/03/2008 are not included in this statement.**

	<u>Fees</u>	<u>Hours</u>
03/03/2008		0.90
03/04/2008		1.30
03/05/2008		0.20
03/06/2008		0.20
03/10/2008		1.40
03/12/2008	<b>REDACTED</b>	2.10
03/13/2008		3.90
03/14/2008		3.90
03/16/2008		0.40
03/17/2008		1.90
03/18/2008		0.90
03/19/2008		1.10

Brooks

Page: 2  
 04/03/2008  
 Client I.D. 787-00  
 Statement No: 368918

		<u>Hours</u>
03/20/2008		3.20
03/21/2008		0.30
03/24/2008		1.10
03/25/2008		2.90
03/26/2008	<b>REDACTED</b>	6.10
03/27/2008		2.70
03/28/2008		5.90
03/31/2008		7.10
	David J. Margules, Partner	0.70
		48.20
		<b>25,305.00</b>
03/03/2008		3.20
03/04/2008		1.30
03/05/2008		0.30
03/06/2008		0.50
03/10/2008	<b>REDACTED</b>	8.10
03/11/2008		3.60
03/12/2008		2.30
03/13/2008		2.50
03/14/2008		3.70

Brooks

Page: 3  
 04/03/2008  
 Client I.D. 787-00  
 Statement No: 368918

		<u>Hours</u>
03/17/2008		h 1.50
03/18/2008		5.30
03/19/2008		7.80
03/20/2008		5.70
03/21/2008	<b>REDACTED</b>	3.20
03/24/2008		2.30
03/25/2008		4.30
03/26/2008		5.70
03/27/2008		1.00
03/28/2008		0.50
03/31/2008		0.20
	Sean M. Brennecke, Associate	63.00 17,955.00
03/19/2008	<b>REDACTED</b>	1.30
	Legal Assistant	1.30 117.00
	<b>For Professional Services Rendered</b>	112.50 43,377.00

Recapitulation				
Timekeeper	Hours	Rate	Total	
David J. Margules, Partner	48.20	\$525.00	\$25,305.00	
Sean M. Brennecke, Associate	63.00	285.00	17,955.00	
Legal Assistant	1.30	90.00	117.00	

Expenses

Telephone/Facsimile	1.33
Photocopy charges	495.75
Travel expense	151.45
Facsimile costs	0.20
Fedex	26.07
Filing fee	2,237.00
Processor fee	110.00
Courier fee	16.50
Vendor Charges	468.01

Brooks

Page: 4  
04/03/2008  
Client I.D. 787-00  
Statement No: 368918

Court Reporting Fees	421.92
Total Expenses Thru 03/31/2008	<u>3,928.23</u>
<b>Total Current Fees and Expenses</b>	<b>47,305.23</b>
Balance Owed as of Last Invoice	\$77,572.14
Balance Due	<u>\$124,877.37</u>
<b><u>Please Remit</u></b>	<b><u>\$124,877.37</u></b>

Please remit to:

Bouchard Margules & Friedlander, P.A.  
222 Delaware Avenue, Suite 1400, Wilmington, DE 19801  
Federal I.D. No. 51-0373906

**BOUCHARD MARGULES & FRIEDLANDER**  
 A PROFESSIONAL CORPORATION  
 SUITE 1400  
 222 DELAWARE AVENUE  
 WILMINGTON, DELAWARE 19801  
 (302) 573-3500  
 FAX (302) 573-3501

Brooks  
 Kevin M. Kilcullen, Esq  
 Stern & Kilcullen, LLC  
 75 Livingston Avenue  
 Roseland NJ 07068

Page: 1  
 05/06/2008

Client I.D. 787-00  
 Statement No: 368957

**For Services Rendered through 05/05/2008**  
 Payments received after 05/06/2008 are not included in this statement.

Fees

		Hours
04/01/2008		0.30
04/03/2008		0.30
04/04/2008		0.60
04/07/2008		1.40
04/08/2008		2.40
04/09/2008	<b>REDACTED</b>	0.30
04/10/2008		0.70
04/11/2008		2.10
04/13/2008		3.10
04/14/2008		2.10
04/15/2008		1.10
04/17/2008		0.40
04/22/2008		0.30
04/25/2008		0.10

Brooks

Page: 2  
 05/06/2008  
 Client I.D. 787-00  
 Statement No: 368957

		<u>Hours</u>	
04/28/2008	<b>REDACTED</b>	0.20	
05/02/2008		0.10	
	David J. Margules, Partner	15.50	8,137.50
04/01/2008		0.70	
04/02/2008		2.00	
04/03/2008		1.60	
04/04/2008		1.00	
04/07/2008		0.90	
04/08/2008		0.40	
04/09/2008		5.40	
04/10/2008	<b>REDACTED</b>	2.30	
04/11/2008		0.40	
04/14/2008		0.60	
04/15/2008		3.15	
04/16/2008		2.85	
04/17/2008		3.15	
04/23/2008		4.95	
04/24/2008		6.75	
04/28/2008		1.40	
04/29/2008		1.30	
05/01/2008	Sean M. Brennecke, Associate	0.20	
	<b>For Professional Services Rendered</b>	<b>39.05</b>	<b>11,129.25</b>
		54.55	19,266.75

Brooks

Page: 3  
 05/06/2008  
 Client I.D. 787-00  
 Statement No: 368957

<u>Timekeeper</u>	<u>Recapitulation</u>		
	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
David J. Margules, Partner	15.50	\$525.00	\$8,137.50
Sean M. Brennecke, Associate	39.05	285.00	11,129.25

Expenses

Telephone/Facsimile	9.47
Photocopy charges	636.75
Postage	5.33
Travel expense	759.43
Facsimile costs	1.70
Outside Photocopy Charges	468.38
Fedex	145.40
Courier fee	6.50
Vendor Charges	<u>929.40</u>
Total Expenses Thru 05/05/2008	2,962.36
<b>Total Current Fees and Expenses</b>	22,229.11
Balance Owed as of Last Invoice	\$124,877.37
Balance Due	<u>\$147,106.48</u>
<b>Please Remit</b>	<u>\$147,106.48</u>

Please remit to:

Bouchard Margules & Friedlander, P.A.  
 222 Delaware Avenue, Suite 1400, Wilmington, DE 19801  
 Federal I.D. No. 51-0373906

# EXHIBIT C

**GRUHIN & GRUHIN, P.A.**  
COUNSELLORS AT LAW  
60 ROUTE 46 EAST  
FAIRFIELD, NEW JERSEY 07004

TELEPHONE (973) 227-9300  
TELECOPIER (973) 227-3900

May 13, 2008

Sean M. Brennecke, Esq.  
Bouchard Margules & Friedlander  
222 Delaware Avenue  
Suite 1400  
Wilmington, DE 19801

Re: Brooks v. Point Blank Solutions

Dear Mr. Brennecke:

Enclosed find this firm's billing statement reflecting all time expended on your behalf through April 30, 2008 in connection with the above-referenced matter.

Kindly see to the prompt satisfaction of this invoice.

Should you have any questions, please do not hesitate to contact me.

Very truly yours,

**GRUHIN & GRUHIN, P.A.**

By:

  
PAUL J. LINKER

PJL/gg  
Enclosure

**Gruhin & Gruhin, P.A.**60 Route 46 East  
Fairfield, New Jersey 07004

Telephone: (973) 227-9300

Telecopier: (973) 227-3900

Sean M. Brennecke, Esq.  
 Bouchard, Margules & Friedlander, P.A.  
 222 Delaware Avenue, Suite 1400  
 Wilmington, Delaware 19801

May 13, 2008

Client No.: 083800  
 Matter No.: bouchard  
 Invoice No.: 2487

FOR ALL PROFESSIONAL LEGAL SERVICES RENDERED THROUGH APRIL 30, 2008 ON  
 YOUR FIRM'S BEHALF IN CONNECTION WITH THE MATTER ENTITLED BROOKS V. POINT  
 BLANK SOLUTIONS

03/25/08 PJL		0.30
03/28/08 PJL		1.20
03/31/08 PJL		0.90
	<b>REDACTED</b>	
04/01/08 PJL		0.80
04/03/08 PJL		0.20
04/04/08 PJL		0.50
04/07/08 PJL		0.30

Sean M. Brennecke, Esq.  
Bouchard, Margules & Friedlander, P.A.

May 13, 2008  
Page 2

04/08/08 PJL

**REDACTED**

0.50

Totals 4.70 \$1,880.00

**DISBURSEMENTS**

Filing Fees	30.00
Messenger Service	60.00
Telecopier, Photocopy, Postage,	25.00
Telephone	
Process Of Service	81.95
Totals	<hr/> \$196.95

Total Fees, Disbursements	\$2,076.95
Previous Balance	\$0.00
Previous Payments	\$0.00
 Balance Due Now	 \$2,076.95

Tax ID Number 22-3405456

## EXHIBIT B

EFiled: May 23 2008 2:13PM EDT  
 Transaction ID 19965683  
 Case No. 08C-05-191 PLA

**SUPERIOR COURT**  
**CIVIL CASE INFORMATION STATEMENT (CIS)**



COUNTY:

N      K      S

CIVIL ACTION NUMBER: \_\_\_\_\_

Caption:  <b>BOUCHARD MARGULES &amp; FRIEDLANDER,    P.A., a Delaware professional    corporation,</b>	Civil Case Code: <b>CDBT</b>
Plaintiff,  <b>DAVID H. BROOKS,</b>	Civil Case Type: <b>DEBT/BREACH OF CONTRACT</b> <small>(SEE REVERSE SIDE FOR CODE AND TYPE)</small>
v.  <b>Defendant</b>	Name and Status of Party filing document: <b>BOUCHARD MARGULES &amp; FRIEDLANDER,    PLAINTIFFS</b>
	Document Type: (e.g.; COMPLAINT; ANSWER WITH COUNTERCLAIM) <b>COMPLAINT</b>
	JURY DEMAND: YES <input checked="" type="checkbox"/> No _____

ATTORNEY NAME(S):  <b>Andre G. Bouchard</b>	IDENTIFY ANY RELATED CASES NOW PENDING IN THE SUPERIOR COURT BY CAPTION AND CIVIL ACTION NUMBER INCLUDING JUDGE'S INITIALS:  <b>N/A</b>
ATTORNEY ID(S):  <b>#2504</b>	
FIRM NAME:  <b>Bouchard Margules &amp; Friedlander</b>	EXPLAIN THE RELATIONSHIP(S):  <hr/> <hr/> <hr/>
ADDRESS:  <b>222 Delaware Avenue, Suite 1400</b>	
TELEPHONE NUMBER:  <b>302-573-3500</b>	OTHER UNUSUAL ISSUES THAT AFFECT CASE MANAGEMENT:  <hr/> <hr/> <hr/>
FAX NUMBER:  <b>302-573-3501</b>	
E-MAIL ADDRESS:  <b>abouchard@bmf-law.com</b>	(IF ADDITIONAL SPACE IS NEEDED, PLEASE ATTACH PAGE)

THE PROTHONOTARY WILL NOT PROCESS THE COMPLAINT, ANSWER, OR FIRST RESPONSIVE PLEADING IN THIS MATTER FOR SERVICE UNTIL THE CASE INFORMATION STATEMENT (CIS) IS FILED. THE FAILURE TO FILE THE CIS AND HAVE THE PLEADING PROCESSED FOR SERVICE MAY RESULT IN THE DISMISSAL OF THE COMPLAINT OR MAY RESULT IN THE ANSWER OR FIRST RESPONSIVE PLEADING BEING STRICKEN.

## EXHIBIT C

EFILED: May 23 2008 2:13PM EDT  
Transaction ID 19965683  
Case No. 08C-05-191 PLA



**IN THE SUPERIOR COURT OF THE STATE OF DELAWARE  
IN AND FOR NEW CASTLE COUNTY**

BOUCHARD MARGULES & FRIEDLANDER, )  
P.A., a Delaware professional corporation, )  
Plaintiff, ) C.A. No. \_\_\_\_\_  
v. )  
DAVID H. BROOKS, )  
Defendant. )

**PRAECIPE**

To: Prothonotary  
Superior Court  
New Castle County Courthouse  
500 North King Street  
Wilmington, Delaware 19801

PLEASE ISSUE a summons to the Sheriff of Kent County, State of Delaware, to effect service on David H. Brooks, 200 East 64<sup>th</sup> Street, Apartment 19A, New York, NY by serving the Delaware Secretary of State, 401 Federal Street, Suite 3, Dover, DE 19901, pursuant to 10 Del. C. § 3104 (c).

BOUCHARD MARGULES & FRIEDLANDER, P.A.

/s/ Andre G. Bouchard  
Andre G. Bouchard (#2504)  
Joel Friedlander (#3163)  
222 Delaware Avenue, Suite 1400  
Wilmington, DE 19801  
(302) 573-3500

Attorneys for Plaintiff  
Bouchard Margules & Friedlander, P.A.

Dated: May 23, 2008

## EXHIBIT D

EFiled: May 23 2008 2:13PM EDT  
Transaction ID 19965683  
Case No. 08C-05-191 PLA



IN THE SUPERIOR COURT OF THE STATE OF DELAWARE  
IN AND FOR NEW CASTLE COUNTY

BOUCHARD MARGULES & FRIEDLANDER, )  
P.A., a Delaware professional corporation, )  
Plaintiff, ) C.A. No. \_\_\_\_\_  
v. )  
DAVID H. BROOKS, )  
Defendant. )

**SUMMONS**

THE STATE OF DELAWARE,  
TO THE SHERIFF OF KENT COUNTY.  
YOU ARE COMMANDED:

To summon defendant *David H. Brooks*, 200 East 64<sup>th</sup> Street, Apartment 19A, New York, NY, by serving the Delaware Secretary of State, 401 Federal Street, Suite 3, Dover, DE 19901 pursuant to 10 Del. C. § 3104 (c), so that within 20 days after service hereof upon it, exclusive of the day of service, it shall serve upon Andre G. Bouchard, Esquire, plaintiffs' attorney, whose address is Bouchard Margules & Friedlander, P.A., 222 Delaware Avenue, Suite 1400, Wilmington, DE 19801, an answer to the Complaint.

To serve upon defendant a copy hereof and of the Complaint.

DATED: \_\_\_\_\_, 2008 \_\_\_\_\_  
\_\_\_\_\_  
Prothonotary

*Per Deputy*

**TO THE ABOVE NAMED DEFENDANTS:**

In case of your failure, within 20 days after service hereof upon you, exclusive of the day of service, to serve on plaintiffs' attorney named above an answer to the Complaint, judgment by default will be rendered against you for the relief demanded in the Complaint.

\_\_\_\_\_  
Prothonotary

*Per Deputy*

## CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing or service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

## I. (a) PLAINTIFFS

BOUCHARD, MARGULES &amp; FRIEDLANDER, PA

(b) County of Residence of First Listed Plaintiff NEW CASTLE  
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number)

BOUCHARD MARGULES & FRIEDLANDER, PA; 222 DELAWARE AVENUE,  
SUITE 1400, WILMINGTON, DE 19801; (302)573-3500

## DEFENDANTS

DAVID H. BROOKS

County of Residence of First Listed Defendant \_\_\_\_\_

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE  
LAND INVOLVED.

Attorneys (If Known)

A. THOMPSON BAYLISS; ABRAMS & LASTER LLP; 20 MONTCHANIN  
ROAD; SUITE 200, WILMINGTON, DE 19807; (302)778-1000

## II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

<input type="checkbox"/> 1 U.S. Government Plaintiff	<input type="checkbox"/> 3 Federal Question (U.S. Government Not a Party)
<input type="checkbox"/> 2 U.S. Government Defendant	<input checked="" type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)

## III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input checked="" type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input checked="" type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

## IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance	<b>PERSONAL INJURY</b>	<b>PERSONAL INJURY</b>	<input type="checkbox"/> 610 Agriculture	<input type="checkbox"/> 400 State Reapportionment
<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 362 Personal Injury - Med. Malpractice	<input type="checkbox"/> 620 Other Food & Drug	<input type="checkbox"/> 410 Antitrust
<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 365 Personal Injury - Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881	<input type="checkbox"/> 430 Banks and Banking
<input type="checkbox"/> 140 Negotiable Instrument	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	<input type="checkbox"/> 630 Liquor Laws	<input type="checkbox"/> 450 Commerce
<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 330 Federal Employers' Liability	<input type="checkbox"/> 370 Other Fraud	<input type="checkbox"/> 640 R.R. & Truck	<input type="checkbox"/> 460 Deportation
<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 340 Marine Liability	<input type="checkbox"/> 371 Truth in Lending	<input type="checkbox"/> 650 Airline Regs.	<input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations
<input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans)	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 380 Other Personal Property Damage	<input type="checkbox"/> 660 Occupational Safety/Health	<input type="checkbox"/> 480 Consumer Credit
<input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits	<input type="checkbox"/> 350 Motor Vehicle	<input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 690 Other	<input type="checkbox"/> 490 Cable/Sat TV
<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 355 Motor Vehicle Product Liability			<input type="checkbox"/> 510 Selective Service
<input checked="" type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 360 Other Personal Injury			<input type="checkbox"/> 850 Securities/Commodities/ Exchange
<input type="checkbox"/> 195 Contract Product Liability				<input type="checkbox"/> 875 Customer Challenge 12 USC 3410
<input type="checkbox"/> 196 Franchise				<input type="checkbox"/> 890 Other Statutory Actions
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS		
<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> 441 Voting	<input type="checkbox"/> 510 Motions to Vacate Sentence	<input type="checkbox"/> 861 HIA (1395ff)	<input type="checkbox"/> 891 Agricultural Acts
<input type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 442 Employment	<b>Habeas Corpus:</b>	<input type="checkbox"/> 862 Black Lung (923)	<input type="checkbox"/> 892 Economic Stabilization Act
<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 443 Housing/ Accommodations	<input type="checkbox"/> 530 General	<input type="checkbox"/> 863 DIWC/DIWW (405(g))	<input type="checkbox"/> 893 Environmental Matters
<input type="checkbox"/> 240 Torts to Land	<input type="checkbox"/> 444 Welfare	<input type="checkbox"/> 535 Death Penalty	<input type="checkbox"/> 864 SSID Title XVI	<input type="checkbox"/> 894 Energy Allocation Act
<input type="checkbox"/> 245 Tort Product Liability	<input type="checkbox"/> 445 Amer. w/Disabilities - Employment	<input type="checkbox"/> 540 Mandamus & Other	<input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 895 Freedom of Information Act
<input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 446 Amer. w/Disabilities - Other	<input type="checkbox"/> 550 Civil Rights		<input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice
	<input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 555 Prison Condition		<input type="checkbox"/> 950 Constitutionality of State Statutes
LABOR		SOCIAL SECURITY		
<input type="checkbox"/> 710 Fair Labor Standards Act		<input type="checkbox"/> 861 HIA (1395ff)		
<input type="checkbox"/> 720 Labor/Mgmt. Relations		<input type="checkbox"/> 862 Black Lung (923)		
<input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act		<input type="checkbox"/> 863 DIWC/DIWW (405(g))		
<input type="checkbox"/> 740 Railway Labor Act		<input type="checkbox"/> 864 SSID Title XVI		
<input type="checkbox"/> 790 Other Labor Litigation		<input type="checkbox"/> 865 RSI (405(g))		
<input type="checkbox"/> 791 Empl. Ret. Inc. Security Act				
IMMIGRATION		FEDERAL TAX SUITS		
<input type="checkbox"/> 462 Naturalization Application		<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)		
<input type="checkbox"/> 463 Habeas Corpus - Alien Detainee		<input type="checkbox"/> 871 IRS—Third Party 26 USC 7609		
<input type="checkbox"/> 465 Other Immigration Actions				

## V. ORIGIN

(Place an "X" in One Box Only)

<input type="checkbox"/> 1 Original Proceeding	<input checked="" type="checkbox"/> 2 Removed from State Court	<input type="checkbox"/> 3 Remanded from Appellate Court	<input type="checkbox"/> 4 Reinstated or Reopened	<input type="checkbox"/> 5 Transferred from another district (specify) _____	<input type="checkbox"/> 6 Multidistrict Litigation	<input type="checkbox"/> 7
--	--	--	---	--	---	----------------------------

Appeal to District Judge from Magistrate Judgment

## VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):  
**28 U.S.C. SECTIONS 1332(a) and 1441(a)**Brief description of cause:  
**BREACH OF CONTRACT**

## VII. REQUESTED IN COMPLAINT:

 CHECK IF THIS IS A CLASS ACTION  
UNDER F.R.C.P. 23

## DEMAND \$

CHECK YES only if demanded in complaint:  
**JURY DEMAND:**  Yes  No

## VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE \_\_\_\_\_

DOCKET NUMBER \_\_\_\_\_

DATE

SIGNATURE OF ATTORNEY OF RECORD

06/23/2008



FOR OFFICE USE ONLY

RECEIPT #

AMOUNT \_\_\_\_\_

APPLYING IFFP \_\_\_\_\_

JUDGE \_\_\_\_\_

MAG. JUDGE \_\_\_\_\_